

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
(Richmond Division)**

In re:	:	Chapter 11
	:	
CIRCUIT CITY STORES, INC., <i>et al.</i> ,	:	Case No. 08-35653 (KRH)
	:	(Jointly Administered)
Debtors.	:	
	:	

**LIMITED OBJECTION/JOINDER OF VIWY, L.P. IN LIMITED OBJECTIONS OF  
LANDLORDS TO DEBTORS' MOTION FOR ORDER UNDER BANKRUPTCY CODE  
§ 365(d)(4) EXTENDING TIME WITHIN WHICH DEBTORS MAY ASSUME OR  
REJECT UNEXPIRED LEASES OF NON-RESIDENTIAL REAL PROPERTY**

VIWY, L.P., a Pennsylvania limited partnership ("VIWY"), objects on a limited basis to the Debtors' Motion for Order Under Bankruptcy Code §365(d)(4) Extending Time Within Which Debtors May Assume or Reject Unexpired Leases of Non-Residential Real Property [Doc. No. 290] (the "Motion") and states as follows:

**BACKGROUND**

1. VIWY, as landlord, and Circuit City Stores, Inc. ("Debtor"), as tenant, are parties to a lease agreement (the "Lease") entered into in or about September 2007 regarding approximately 20,331 square feet of retail space located in the shopping center known as Lycoming Crossing located at the northwest corner of Lycoming Mall Drive and Lycoming Mall Road in Williamsport, Pennsylvania (the "Premises").

2. As of the date hereof, Debtor continues to operate one of its stores at the Premises.

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3. Pursuant to the Lease, Debtor is obligated to make monthly payments of rent and CAM charges to VIWY. Debtor has failed to pay to VIWY the prorated postpetition portion of rent and CAM due for November 2008 in the amounts of \$17,934.20 and \$1,681.40, respectively. In addition, Debtor has failed to pay to VIWY the rent and CAM due for December 2008 in the amounts of \$26,901.33 and \$2,522.00, respectively. These amount are exclusive of postpetition late fees and other charges due and owing under the Lease, which also remain outstanding.

#### **OBJECTIONS/JOINDER**

4. VIWY adopts and joins in the arguments set forth in the Objections filed by other landlords in this case, and incorporates them as if set forth fully herein.<sup>1</sup>

#### **RESERVATION OF RIGHTS**

5. VIWY reserves all of its rights including, without limitation, its right to raise additional objections at the hearing or otherwise, to compel the payment of past due postpetition rent, and/or to compel the assumption or rejection of the Lease.

WHEREFORE, VIWY respectfully requests that the Court deny the Motion and grant such other and further relief as is just and equitable.

#### **BLANK ROME LLP**

By: /s/ John Lucian  
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<sup>1</sup> Approximately 32 objections have been filed thus far and appear between Doc. Nos. 578-699 on the ECF docket.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 4<sup>th</sup> day of December, 2008 a copy of the foregoing Limited Objection/Joinder of VIWY, L.P. was served electronically by the Court's ECF system on all subscribed parties. In addition, a courtesy copy was emailed to all parties on the master electronic distribution list.

/s/ John E. Lucian